

# General terms and conditions for bike rental

Last updated: July 16, 2024.

## Please note the following definitions:

- Bicycle: This term encompasses both the e-bike and any other item included in the contract.
- Customer: This term refers to the natural person or legal entity purchasing the bicycle rental from Bicicare.
- Bicicare: This term refers to the company offering bicycle rentals in accordance with the terms and conditions stated herein.
- Rider: This term refers to the person stated in the contract who will be riding the bicycle.

## APPLICABILITY:

These general terms and conditions apply to all contracts between Bicicare and customers for bike rental, including accessories.

## Article 2: OFFER AND AGREEMENT

Depending on the customer's wishes, Bicicare will make a written or verbal offer.

1. The offer will include (if applicable) the name of the service (bicycle rental), the type of bicycle, the rental period and the price.
2. It will also state the opening hours and telephone number of the company, the method of payment, and the type of deposit.
3. The contract is concluded when the customer accepts an offer from Bicicare.
4. Bicicare retains ownership of the rented bicycles and accessories at all times.

### **Article 3: PRICE AND DURATION**

1. Please note that customers are not permitted to return the bicycle after the specified time and date on the contract without prior approval from BiciCare. Bicycles can only be returned during our opening hours at our location in Willem de Zwijgerlaan 49H, Amsterdam.
2. One day is defined as 24 hours.

### **Article 4: CANCELLATION**

In the event that a customer cancels a bike rental, the following charges will apply:

- a. Up until 4 days before the rental, no charge will be made.
- b. Between 4 and 1 day before the rental, 50% of the price will be charged.
- c. On the day of the rental, 100% of the price will be charged.

Please note that all cancellations must be made via email ([info@bicare.nl](mailto:info@bicare.nl)).

### **Article 5: PAYMENT AND DEPOSIT**

1. Payment for both the bike rental and the bike tours need to be done in advance.
2. A deposit is needed for each bike. The deposit consists of:
  - a. € 50 for city bike or € 350 for any Urban Arrow (to be paid in cash or via bank transfer)
  - b. A valid ID card
3. The deposit will be paid back in the same way has been paid to us as soon as the bicycle is returned. In the event of damage for Bicare, the amount charged for the damage will be subtracted from the deposit.

## **Article 6: RETURN**

1. The customer is not permitted to return a rented bicycle after the date and time stated in the rental contract.
2. Bicycles must be returned during Bicicare's business hours unless otherwise agreed upon.
3. For the purposes of this contract, one day is considered to be 24 hours.
4. Bicicare is not obliged to provide any refunds for rented bikes that are returned before the end of the contractual period.
5. Late return of the bike will result in a fine of €25 for each city bike or e-bike and €50 for each Urban Arrow, in addition to one extra day's charge.
6. A charge of 150% of the daily rate will be applied for each subsequent day.
7. The bike may be collected and returned only during regular opening hours. Failure to meet these times without prior notice may result in the loss of the rental without the right of refund.

## Article 7: OBLIGATIONS FOR THE CUSTOMER

1. It is the customer's responsibility to treat the bicycle with care and in accordance with its intended purpose.
2. The customer is required to return the bicycle to Bicare in its original condition. No alterations may be made without the express permission of Bicare.
3. By renting a bicycle, the customer confirms that they are:
  - a. In good physical condition, i.e. not suffering from any medical diseases or complaints that would impair their riding ability.
  - b. Able to ride a bicycle in a safe and responsible manner.
4. Bicare reserves the right to assess the capabilities and suitability of customers or riders before bicycle use.
5. It is the customer's responsibility to adhere to all applicable traffic laws and instructions from local law enforcement. The customer/rider is expected to behave in a manner that is consistent with that of a good renter/rider. This entails the following:
  - a. The bicycle may not be sublet or subleased under any circumstances.
  - b. The bicycle may not be given to a person other than the rider.
  - c. The bicycle may not be taken outside of the Netherlands.
  - d. The bicycle may not be used on a city bike with more than one person on the city bike or two people on the Cargobike.
  - e. It is the responsibility of the customer to ensure that the person indicated as the rider is legally permitted and physically and mentally fit to ride the bicycle.
  - f. The customer is required to secure loads on the bicycle with due care.
  - g. The customer is not permitted to continue using the bicycle if it is damaged when its use can lead to aggravation of the damage or affects traffic safety.

## **Article 8: ADDITIONAL INSTRUCTION FOR THE CUSTOMER**

1. The bicycle must be returned in a clean condition. A minimum cleaning charge of €10 will be applied.
2. Upon returning the bicycle, customers are required to present a copy of the contract.
3. Each bicycle is provided with two locks. It is the customer's responsibility to ensure that the bicycle is always kept in a secure location and is never left unattended unless it is properly locked. Bicicare staff will demonstrate the correct use of the locks.
4. At the commencement of the rental period, the customer is required to inspect the bicycle and report any potential defects to Bicicare staff. In the event that the defect(s) cannot be rectified immediately, the customer will be provided with a replacement bicycle.
5. Upon departure from the premises, the customer acknowledges that the bicycle is in good condition.
6. In the event of any issues with the bicycle, the customer is required to visit our Amsterdam premises at Willem de Zwijgerlaan 49H. Please note: that Bicicare does not provide reimbursement for repairs carried out by other companies.
7. Please note that any use of the bicycle outside of Amsterdam is at the customer's own risk.
  - a. Upon request we will provide you with a basic first repair kit.
  - b. The cost of collecting a bicycle from outside Amsterdam will be calculated according to the location.
  - c. The fee for a city bike is EUR 75, while a cargo bike costs EUR 125 (for collection within 20 km of Willem de Zwijgerlaan 49). Thereafter, 15 cents will be added for each additional kilometer.
8. In the event of any other damage occurring outside of Amsterdam, please contact Bicicare +31645249072 during opening hours or via WhatsApp on weekends. Our staff will be happy to

assist you by providing further instructions based on the details of the problem you are experiencing.

### **Article 9: OBLIGATION FOR BICICARE/BICI-BIKES**

1. Bicicare provides a bicycle that meets all statutory requirements and has been fitted with all agreed features and accessories. The bicycle is clean, well-maintained, and in a technically good condition.
2. In the event of damage to the bicycle before rental, Bicicare will document the damage in the presence of the customer, where possible. Should further damage be identified during a more thorough examination, this will be itemized on a separate invoice.
3. Bicicare will conduct an immediate inspection of the bicycle for any damage upon its return.

### **Article 10: INSURANCE AND CUSTOMER LIABILITY**

1. The customer is liable for any damage to Bicicare related to the bike rental unless the damage is caused by a violation of the obligations stated in Article .
2. The customer is liable for actions and omissions of the rider(s) and other users of the bicycle(s) comprised by the contract, even if they didn't have the customer's permission to use the bike.
3. The customer must respect all rules and regulations. The customer uses the bicycle on his own responsibility. If a customer infringes any Dutch rules or regulations, Bicicare can by no means be held liable.
4. If local authorities remove your bike due to wrong parking, you will be charged €75 per bike to cover the penalty; transportation; damages, and a broken lock. Do not park your bike in the middle of the road or footpaths, near tram and train stations, or outside any designed parking space especially at busy locations.
5. In the event of loss, theft, or damage of the bicycle, Bicicare is entitled to charge a (maximum) compensation of:

- € 650 for a city bike
  - € 1750 for an e-bike
  - € 4500 for a cargo / family bike
6. We offer insurance policies for our city bikes and Urban Arrows, priced at €2.50 and €5.00 per 24 hours, respectively. These policies provide coverage in the event of theft.
  7. Please note that a deductible of €50 applies to city bikes and €350 to Urban Arrows.
  8. In the absence of insurance, the aforementioned fees will be applied in the event of theft.
  9. Each bicycle is provided with two locks. It is imperative that the bicycle is not left unattended unless it is properly locked.
  10. Please note that the deductible in the event of theft will only apply if you are able to provide the keys of the bicycle in question.
  11. Please note that flat tyres are not covered by insurance and are the customer's responsibility.
  12. In the event of an accident, damage or loss to the bicycle, the customer is required to:
    - a. Inform Bicare immediately (by visiting the shop, by telephone or WhatsApp: +31645249072).
    - b. Collect all data from a counterpart, including name, surname and telephone number. In the event that the aforementioned information is unavailable, the customer will be held liable for the full cost of the repair.
    - c. Provide all relevant information and documentation pertaining to the incident in question.
    - d. Do not leave the bicycle unattended without ensuring it is adequately secured.

**Bicicare.nl / Bici-Bikes.com**

Willem de Zwijgerlaan 49H  
1056 JE Amsterdam  
The Netherlands

Telephone: +31645249072

Email: [info@bicicare.nl](mailto:info@bicicare.nl)

Website: [www.bicicare.nl](http://www.bicicare.nl)

[www.bici-bikes.com](http://www.bici-bikes.com)



## **Pricelist city bike parts (July 2024)**

- Saddle €30,
- Chain lock €55,
- Lights set €20,
- Front fork €65,
- Luggage rack €35,
- Bell €15,
- Key for lock €15,
- Gear shifter €45
- Stand €30,
- Mudguard €35,
- Complete back wheel €135,
- Complete front wheel €105,
- Tyre damaged by skidding €40,
- Gear system €150,
- E-bike battery €550,
- E-bike charger €175,
- Helmet €25,
- Cable lock €40,
- Ring lock €25

### **Pricelist cargo / family bike (July 2024)**

- Lock demper( rubber) € 5 p/piece
- Saddle €45,
- Front light €35,
- Back light €20,
- Steering wheel stem €75,
- Bell €15,
- Each key for lock €25 (even if bent),
- Stand €90,
- Front mudguard €45,
- Back mudguard €65,
- Front-wheel €185,
- Back-wheel €600,
- Battery €620,
- Battery charger €175,
- Board computer €125,
- Gear lever €75,
- Pedal set €35,
- Hydraulic brake lever €90,

- Disc brakes €65,
- Raincover € 269
- Boxcover €99
- Maxicosi holders € 150
- Foambox damages starting at € 50
- Stickers damages starting at € 35

**Prices for parts and reparations that are not mentioned are determined by Bicare staff according to our most recent price list from the year 2024.**